

FIRST INFORMATION REPORT

(Under Section 154 Cr. P. C.)

711

Dist. SRC P.S. Bagdogra Year 2021 FIR No. 361/21 Date 29/07/2021(i) Act IPC Sections 406 (ii) Act Sections (iii) Act Sections (iv) Others Acts & Sections (a) Occurrence of Offence : Day Date From Date To 15/10/2019Time Period Time From Time To (b) Information received at P.S. Date 29/07/2021 Time 16.15 hrs(c) General Diary Reference : Entry No. (s) 1610 Time 16.15 hrsType of Information : Written / Oral Place of Occurrence : (a) Direction and Distance from P.S. Beat No. (b) Address Adarsha Nagar, Upper Bagdogra, P.S. Bagdogra, Dist. Dajepeling

(c) In case outside limit of this Police Station, then the

Name of the P.S. District

Complainant / Informant :

(a) Name Dompy Roy(b) Father's / Husband's Name Shri Swapan Kumar Roy(c) Date / Year of Birth : (d) Nationality Indian(e) Passport No. Date of Issue Place of Issue (f) Occupation (g) Address Adarsha Nagar, Upper Bagdogra, P.O. Bagdogra, Dist. Dajepeling

Details of known / suspected / unknown accused with full particulars

(Attach separate sheet, if necessary) :

Mr. Koki Barman also not mentioned resident of Dumziguete chhat,P.O. New Rangia, Dist. Dajepeling

Reasons for delay in reporting by the Complainant / Information

Not mentioned

Particulars of properties stolen / involved (Attach separate sheet, if necessary) :

one Escort powertrac Euro tractor bearing dlc no. WB73 F 0733.Total value of properties stolen / involved Inquest Report / U.D. Case No. if any Does not arise

FIR Contents (Attach separate sheets, if required) :

The original written complain of the complainant which is treated as FIRenclosed herewith

Action taken : Since the above report reveals commissions of offence(s) as mentioned at item No. 2, registered

the case and took up to the investigation / directed ASI Subhash Ch. Roy to take upinvestigation / refused investigation / transferred to P.S. on point of

jurisdiction. FIR read over to the Complainant / Informant, admitted to be correctly recorded and a copy given to the

Complainant / Informant free of cost.

Signature / Thumb impression

of the Complainant / Informant

Noted is an original complain

Date & Time of despatch to the court :

30/07/2021 at 10.00 hrs

Signature of the Officer-in-Charge, Police Station

Name : Mahesh SinghRank : SI of Police No. : ok BDR PS, SRC

From:
Permanent Address:
Pompy Roy
C/O Swapan Kumar Roy
Adarsha Nagar, Upper Bagdogra
PO: Bagdogra
Darjeeling (WB)-734014

Correspondence Address:
Pompy Roy
Vill: Nobin Jote
PO: Nema, Matigara
Darjeeling (W.B) -734010

To,
The Officer in Charge,
Bagdogra Police Station,
Darjeeling (WB)

Sub: Regarding denial of handing over tractor to the owner. (WB78 FOI33)

Dear Sir,

I am writing this letter to seek your assistance in handing over my Escort Powertrac Euro tractor with chasis no. T053419975JG from Mr. Kokil Barman, resident of Dumrigurir Chhat, PO. New Rangia, Dist. Darjeeling.

Sir, I purchased my aforementioned tractor on loan from Mahindra and Mahindra Finance dated 18.03.2019 with contract no. 6081687 with agreement value of Rs. 971750 (Rupees Nine lakhs seventy one thousand and seven hundred fifty). Being a housewife, I didn't able to properly put the aforesaid tractor in some work and later decided to enter into the deed of agreement for sale of vehicle (attached herewith) dated 15th October 2019 with Mr. Kokil Barman.

Mr. Kokil Barman paid me Rs. 100000 (Rupees One lakh only) and agreed to pay remaining subsequent loan EMIs (Rs.16480 each month) to the financier according to clause 2 of the agreement. But after getting the tractor Mr. Kokil Barman despite regular reminders and calls from the owner overlooked the agreement and started irregular payments of EMIs surpassing the due date of loan repayment (5th of every month) every month which in turn attracted the late charges and interests, violating the clause 2 and clause 10 of the agreement.

Further continuing the above trend Mr. Kokil Barman took advantage of the moratorium on loan repayment for complete 6 months of Rs.98880 (Rupees Ninety eight thousand and eight hundred and eighty) last year and didn't paid a penny to the financier. After that period he again started irregular

Dislayment of loan EMI missing the dates and attracting fines and charges. He then started complete non-
(i) payment of EMIs which initiated the legal notice from the financier dated 17th March 2021 (attached
herewith).

The reluctance of payment of outstanding dues on and before due date from Mr. Kokil Barman has made
the delay interest to Rs. 9944 (Rupees Nine thousand and Nine hundred forty four) as on 28.07.2021.
Together with aforementioned amount, the overdue amount is Rs. 28646 (Rupees Twenty Eight thousand
and Six hundred forty six) stands today (28th July 2021).

Sir, with such a high overdue of loan repayment is bound to issue a legal notice further against me from
my financier and being a housewife I am helpless to repay such amount. Each time when I contacted Mr.
Kokil Barman or his son Mr. Rupkumar Barman for loan repayment they misbehaved with me or uttered
bad words. Each time they ignore me intentionally. They even behaved rudely with my aged father and
said they will neither repay any loan amount or hand over the aforementioned tractor to me.

I urge you Sir to hand over my aforementioned tractor so that I can put it to work for the loan repayment
within due date every month.

Thanking you.

Yours sincerely

Pompy Roy

Pompy Roy

Mob 9932325252

Attachments:

- 1) Deed of Agreement of Sale
- 2) Legal notice from financier
- 3) Repayment Summary of loan EMI dated 28th July 2021
- 4) Statement of loan account MMFSL.

Received on 29/07/21 at 16:15 hrs
vide BDR P.S (IDE NO- 1610, Dt- 29/07/21
and Blatted BDR P.S case no- 361/21, Dt- 29/07/21
uls- 406 IPC and endorsed to ASI Subhash ch.
Roy for its investigation

[Signature]
29.7.21
Subhash Chandra Roy
Assistant Sub-Inspector
Police Station - 421, Police